

APPLICATION FOR BOOTH CONCESSION LICENSE - SANDY CITY JULY 4TH CELEBRATION  
SOUTH TOWNE PROMENADE - **TUESDAY JULY 4, 2006**

APPLICATIONS WILL BE ACCEPTED IN ORDER RECEIVED UNTIL SPACE IS FULL

SANDY CITY CANNOT GUARANTEE EXCLUSIVITY

Name  Home Phone  Business Phone   
Address  City  State  Zip

Use this form to determine the total to be paid. Note: it is a per booth /space fee.



10 x 10 Booth Space

Use Fee: # of Booths  X \$125.00 =

Security Deposit: # of Booths  X \$30.00 =

Free Standing / Trailer Space

Use Fee: # of Spaces  X \$125.00 =

Security Deposit: # of Spaces  X \$30.00 =

Walking Vendor

Use Fee: # of Passes  X \$40.00 =

Food Vendor Insurance

If not providing your own.\*  \$65.00 =

Total Payment Enclosed

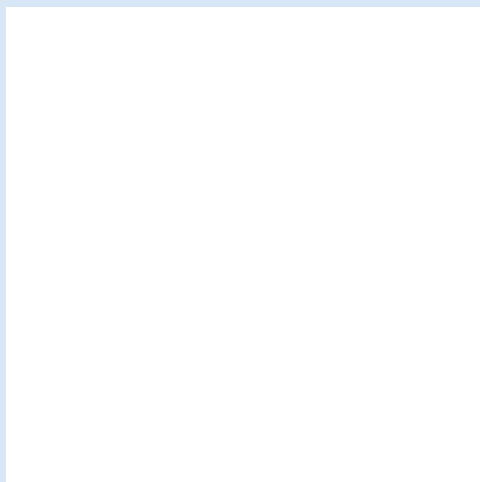
\* If you are providing your own insurance include a certificate of insurance with this application.

Complete List of Items to be sold, games to be played or services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is Power Needed? Y ☐ N ☐ # of Outlets  Note, you are responsible for your own extensions cords no longer than 25 feet and at 12 gauge.

BACK

Please indicate the number of tables and chairs you are bringing. Draw a diagram of how you will use the space. This is for Fire Department review and approval. Please indicate if you are using electricity or propane.



FRONT

**Reminder:** All food vendors must obtain a temporary event food permit from the Bureau Of Food Protection, call 313-6629 to obtain your permit. If you are cooking food you must have a charged/operational 2-A:10 - B:C fire extinguisher hanging in your space, a K-type extinguisher is required for a deep fat fryer. Your space will be subject to inspection by The County Health Department and Sandy City Fire and Police before the event and during the day.

I HAVE READ THE CONTRACT ON THE BACK OF THIS APPLICATION AND I UNDERSTAND AND AGREE TO ITS CONTENTS.

APPLICANT: \_\_\_\_\_

SIGNED AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2006

REMIT PAYMENT TO: SANDY CITY, 10000 South Centennial Parkway Suite #310, Sandy, Utah 84070, Phone - 568-6097

THE CITY DOES NOT GUARANTEE THAT IT WILL GRANT A BOOTH CONCESSION OR THAT THE CITY WILL SUPPLY ALL THE POWER REQUESTED.  
THE COMMUNITY EVENTS OFFICE SHALL NOTIFY THE APPLICANT WHEN THE APPLICATION HAS BEEN ACCEPTED TO OPERATE A BOOTH.

### TERMS AND CONDITIONS

IN CONSIDERATION OF A TEMPORARY LICENSE TO USE AND OPERATE A BOOTH, STALL OR STAND (HEREIN CALLED "BOOTH") AND SPACE AT THE SANDY CITY JULY 4th, 2006 CELEBRATION TO BE HELD ON JULY 4 THE UNDERSIGNED ("APPLICANT") AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. **BOOTH USE, CLEAN-UP.** The Applicant shall maintain and occupy a booth at the Sandy July 4th Celebration on Tuesday, July 4th, continually during the hours of the July 4th Celebration except as otherwise provided herein and shall keep the booth safe, clean and neat at all times of operation. At the end of the Celebration, the Applicant shall clean any soiling of the Booth or City equipment, and shall remove all trash and debris from the area within the Booth and within ten feet on all sides of the Booth, and shall deposit the trash in City trash or other lawful receptacles. The City retains the right to permit other persons to sell the same or similar items at the Celebration at its sole discretion and to immediately revoke Applicant's license for a violation of its terms. Applicant shall take care not to damage the booth used by applicant or the persons or property of other booth operators and the equipment or property of the City or of other persons. Applicant shall promptly inspect the tent, booth, or other equipment provided to it for its use under this License by the City, and shall immediately notify the City's representative of any defects or damage in the Booth or City equipment. Absent such notice, the booth and equipment provided by the City shall be deemed suitable for Applicant's needs, in good condition, and that Applicant understands their proper use. The City makes no warranties express or implied in respect to any equipment, tent or booth provided by the City. Applicant shall not take down, dismantle, abandon or leave the booth unattended before the end of the Celebration.
2. **OBEY LAWS.** Applicant agrees to obey all the laws and regulations applicable to operation of its booth at the celebration. All food vendors must obtain a temporary event food permit. See Neal Chicketts, Bureau Of Food Protection, 788 E. Woodoak Ln. (5380 S.) on Tuesday afternoons between 1:00 p.m. and 4:30 p.m. with your menu, a layout of your booth, information on handwashing equipment, and be prepared to answer questions about everything related to your food booth. If you have questions call Neal at 313-6629 prior to the celebration for more information. All food booths where food will be cooked must have a charged and operational fire extinguisher at all times. All booths may be inspected by Police, Fire and Health Department officers.
3. **SAFETY.** Applicant shall exercise due care to ensure that all areas, practices and operations of booth and equipment connected with it are performed in a way to protect the safety of all persons and property. Applicant shall fully and promptly report to an authorized City employee or officer any unsafe practices, equipment, area, or any injuries to persons or property of which Applicant is aware arising from the operation of the Applicant's booth or concession which take place at the July 4th celebration.
4. **OTHER.** Applicant shall not assign or subcontract any part of its duties or rights under this Application. This document contains the entire obligation of the City regardless of prior written or oral representations by any City employee, officer or representative. The City shall have the right to inspect the interior or exterior of Applicant's booth at all times. The City may immediately terminate this license at any time if Applicant violates any of the provisions hereof, or for any unlawful activity of Applicant, its employees or agents, or if reasonably necessary in the interest of safety or property, and Applicant shall immediately terminate its use of the booth upon written or oral notice from the City's Representative of such termination in a prompt, safe and orderly manner. The City shall not be liable to the Applicant for any claims, loss, or damages of any kind or for the return of any part of the Application fee arising from termination under this section. This Application may be modified or amended only by a written document executed by the City's Authorized Representative and the Applicant. The City may charge Applicant \$20 fee for any check to the City returned for insufficient funds plus the lawful cost of collection. The Applicant shall not sell its products or services at any place other than where assigned by the City's Representative. Applicant shall not use or distribute any offsite (beyond the booth) banners, signs, fliers, or advertising. Applicant shall not share the booth space with any other seller or exhibitor. Applicant shall not use any noise amplification equipment unless approved in writing by the Community Events Director.
5. **INDEMNIFICATION.** The Applicant shall save, keep and hold harmless the City, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorney's fees, that may at any time arise or be set up because of damages to property or bodily injury that may arise from delays, acts of God, accident, weather or other events beyond the City's reasonable control. Applicant shall indemnify, defend and hold harmless the City, its officers, agents and employees from all damages, costs or expenses in law or equity, including attorney's fees, which may be occasioned by any willful or negligent act or omissions of the Applicant, or any of the Applicant's agents, employees or any contractors, or from any violation of this license by them. The City shall not be required to return any of the Application fee to the Applicant if Applicant does not enjoy the use of the booth or space at the July 4th Celebration during the full term of this license for any reason other than the fault or negligence of the City after Applicant takes possession thereof.
6. **DAMAGE AND SECURITY DEPOSIT.** Applicant shall be responsible to pay to the City the cost of repairs to the booth or those items damaged or which require repair due to the acts of the Applicant, its employees or agents, or which otherwise occur during Applicant's control or use of the booth, acts of nature and reasonable wear and tear excepted. At the end of the term of this license, Applicant shall quit and deliver up the booth, booth area, and City equipment, to City in as good condition as they were in when they were delivered to the Applicant, ordinary wear and tear excepted. Upon delivery of this Application to the City, Applicant deposits with the City the additional sum of \$30 per booth as security for the full and faithful performance by Applicant of all terms of this Application, including payment of the booth fee, cleaning and repair to the booth, booth area, and equipment of the City, which shall be fully refundable on the termination of the License, mailed the next business day, provided Applicant has complied with all terms hereof.



10000 South Centennial Parkway, #310  
Sandy, UT 84070  
801.568.6057

Dear Applicant:

The Sandy City Fourth of July Celebration will be held on the South Towne Promenade at 10000 South Centennial Parkway. A series of 10' X 10' canopies, which are enclosed on three sides are available for rent. The cost to vendors is \$125 per space. **There will be no refunds allowed on booth cancellations after June 23, 2006.** Enclosed, find the booth rental application. Please fill it out and send it in as soon as possible. Booth space is limited and will be filled on a "first come first served" basis. There are no exclusivity guarantees.

There will be many events throughout the day and vendors will be expected to have their booths open from 9:00 a.m. to 10:00 p.m. A \$30 security deposit is required per booth rented. At the end of the event booth spaces will be inspected for cleanliness and damage. If they pass inspection the security deposit will be refunded and checks mailed the next business day.

All food vendors must obtain a temporary event food permit. See Neal Chickett of the Bureau of Food Protection, 788 E. Woodoak Lane (5380 South), on Tuesday afternoons between 1:00 and 4:30 p.m. with your menu, a layout of your booth, information on hand washing equipment and be prepared to answer questions about everything related to your food booth. If you have any questions prior to going into the Bureau of Food Protection, call Neal at 313-6629. Without this food permit the vendor will be closed down. A restaurant business license does not free you from this obligation.

Each booth will be subject to an inspection prior to the event as well as three inspections during the day. The Sandy City Fire Department will be checking food vendors to ensure that a charged and operational 2-A:10 - B:C or if you are using a deep fat fryer, a K-type fire extinguisher is hanging in their booth. Police will be checking to ensure vendors are not selling articles which represent a potential threat to the safety and welfare of patrons, such as knives, dart guns, martial arts gear, etc. The County Health Department will be ensuring that permits are in place and that other codes are being met. The Utah State Tax Commission will have a representative on site to provide the necessary tax forms.

All vendors selling food of any kind are required to provide proof of insurance or purchase insurance through the City for a cost of \$65. The deadline to purchase this insurance is June 16, 2006. This includes all food, (even bottled water, sodas, snacks, any consumable item etc.) whether pre-packaged or prepared on site. If you are providing your own insurance, minimum standards are \$1 million per occurrence and an AM Best's rating of A-VII. Include a certificate of insurance naming Sandy City, its officers, officials, employees and volunteers as additional insureds with this application.

Vendors are required to bring their own tables and chairs. If you need electricity, you must bring "12 gauge" extension cords no longer than 25 feet. Diagram a layout of your booth in the space provided on your application. This is for Fire Department review and approval. In that layout, please state if you will be using electricity or propane. Caution, we do not recommend the use of computers on the event power supply. Use at your own risk.

There will be NO PARKING allowed on Centennial Parkway, which is the street behind the booths. There will be parking in the lot directly west of the booth area. If it is necessary for you to haul equipment to the booth area, be sure to bring a handcart or whatever is necessary to transport material to the booth space.

If you have questions regarding the event, please call the office at 568-6097. If you need to contact someone the day of the event, headquarter's phone number is 201-2219. That number is only active the day of the event. Thank you for your interest in the Sandy City Fourth of July Celebration.

Cordially,

Mearle Marsh  
Community Events Director

